

CRONE KLINE RINDE
STRATEGIC LEGAL COUNSEL

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November 7, 2014

*Formerly AIZ
New Client #*

Panasolar Generation SA

PH Bay Mall

Office 308

Av. Balboa Panama City

Panama

Tel 507 8339954

Emails- Enrico.desiata@gmail.com

Attn: Mr. Enrico Desiata

Re: Representation for Lease of SBLC, general corporate advice and other related work

Dear Mr. Desiata:

The purpose of this letter is to clarify for you our firm's billing practices with respect to matters we may undertake on behalf of Panasolar Generation SA (the "**Company**") and to confirm that you have retained us to assist the Company in connection with its Lease of an SBLC, assistance in monetizing the bank instrument and working with the Company's bank compliance officers to facilitate the receiving and acceptance of cash funds in to the Company's bank accounts, general corporate advice and other related work (collectively, the "**Services**").

The terms of this engagement letter and the attached Addendum will govern our representation of the Company. Upon the completion of these Services, we hope that you will choose to engage our firm to perform additional services for the Company. Absent a express written agreement to the contrary, the terms of our engagement set forth in this letter and the Addendum will apply to this matter and to other matters which we agree to undertake on the Company's behalf. The terms of this engagement as provided in this letter and Addendum may only be modified in writing signed by a partner of our firm.

Unless otherwise agreed with us in writing, our fees will be based on the time devoted to your matters by each attorney, law clerk, reference librarian, paralegal and other legal assistant at their respective hourly rates in effect at the time the services are performed (referred to as our "standard fees"). The hourly rates, which are subject to periodic review and adjustment, are

EXHIBIT D TO RINDE DECL.

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based on such considerations as the skill requisite to perform the particular services properly, the likelihood that the acceptance of the particular employment will preclude other employment by the firm or the lawyers in question, the experience, reputation and ability of the lawyers performing the services, and whether, in the event conflicts arise or have arisen, consents necessary to permit our firm to accept other engagements have been provided by you as requested. My current hourly rate is \$795.00. Other or different personnel may work on your matter, as well. The current hourly rates for other firm personnel range from \$550.00 to \$795.00 for partners, from \$225.00 to \$375.00 for associates, \$90.00 to \$175.00 for paralegals, clerks and librarians, and other members of our staff. Additional work will be performed at our standard rates or at a fee we otherwise agree to at that time.

We will require an advance of \$50,000 (the "Retainer") to commence our legal work in connection with the Services. The Retainer will be deposited in our general funds and shall become firm property and will not be placed in escrow. We will apply the Retainer to our final bill for fees and costs which were incurred, but not yet paid. In the event our final bill exceeds the Retainer deposited with us, unless otherwise agreed, we will bill you for the excess, which you agree to pay. Any unused portion of the Retainer will be returned to you at the conclusion of our services.

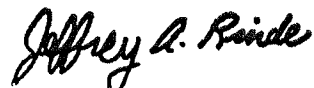
In addition to our legal fees, we will also be entitled to payment for disbursements and other charges incurred in performing services as more particularly described in the Addendum.

All fees, disbursements, and other charges for the Services will be billed monthly and are payable upon presentation. We expect prompt payment. We are entitled to interest of 1.5% per month on all invoices that are not paid within thirty days.

Please review the terms of this engagement letter carefully, as well as the terms set forth in the attached "Addendum". If you have any questions about them, please give us a prompt call.

On behalf of Crone Kline Rinde LLP, I thank you for the privilege of representing the Company and look forward to serving its interests. We would appreciate it if you would arrange for payment of the Retainer and sign the enclosed copy of this letter in the space provided below and return it to us by mail or through electronic transmission.

Very truly yours,




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Agreed and Accepted:

Pansolar Generation

By: 
Name: Enrico Desiata
Title:

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PAYMENT OPTIONS

1. Check.
Please make checks payable to "Crone Kline Rinde, LLP."

2. Wire.

Bank Name:	Citibank, N.A.
Account Name:	Crone Kline Rinde LLP
Account Number:	██████████7943
Routing Number:	██████████089
Bank Address:	640 Fifth Avenue, New York, NY 10019
SWIFT:	CITIUS33

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ADDENDUM TO NEW YORK ENGAGEMENT LETTER

The policies and practices set forth below apply to our engagement as your counsel:

1. Scope of Representation.

Unless otherwise agreed to in writing or we specifically undertake such additional representation at your request, we represent only the client named in the engagement letter and not its parent, affiliates, subsidiaries, partners, joint venturers, employees, directors, officers, shareholders, members, owners, agencies, departments or divisions. If our engagement is limited to a specific matter or transaction, and we are not engaged to represent you in other matters, our attorney-client relationship will terminate upon the completion of our services with respect to such matter or transaction whether or not we send you a letter to confirm the termination of our representation.

2. Fees.

Hourly rates are subject to periodic review and adjustment. Unless otherwise agreed by us in writing our fees will be based on the hourly rates in effect at the time the services are rendered.

Although we may from time to time, for a client's convenience, furnish estimates of fees or charges that we anticipate will be incurred on a client's behalf, these estimates are subject to unforeseen circumstances and are by their nature inexact. We will not be bound by any estimates except as otherwise expressly agreed to by us in writing. Furthermore, unless specifically agreed to by us in writing, your obligation to pay our fees and costs incurred in connection with the representation is not contingent upon our achieving any particular result.

Absent a written agreement to the contrary, each client named in the engagement letter is jointly and severally liable for all fees and disbursements.

3. Disbursements and Other Charges.

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In addition to our fees, we will be entitled to payment or reimbursement for disbursements and other charges incurred in performing services such as photocopying, messenger and delivery, overnight delivery and air freight, computerized research, videotape recording, travel (including mileage, parking, air fare, lodging, meals, and ground transportation), long distance telephone, telecopying, word processing in special circumstances, court costs, and filing fees. To the extent we directly provide any of these services, we reserve the right to adjust the amount we charge at any time or from time to time, and the charge will approximate our cost. Unless special arrangements are made, fees and expenses of consultants and professionals (such as experts, investigators, witnesses, and court reporters) and other large disbursements will not be paid by our firm and will be the responsibility of, and billed directly to, you or you will be asked to advance to us an estimate of those costs.

4. Conflicts of Interest.

It is unavoidable that from time to time conflicts of interest develop between or among our clients, or between clients, or former clients, and prospective clients we wish to represent. In these situations, we are required, if we are authorized to do so, to disclose the conflicts to our clients, former clients and prospective clients and consult with them and to obtain the clients' or former clients' consents before we may proceed. We wish to confirm that you agree that you will promptly and in good faith consider our requests for a consent.

5. Termination.

You shall have the right at any time to terminate our services and representation upon written notice. Such termination shall not, however, relieve you of the obligation to pay for all services rendered and disbursements and other charges made or incurred on your behalf prior to the date of termination.

We reserve the right upon reasonable notice to cease performing work and to withdraw from the representation (a) with your consent, (b) for good cause, or (c) for any other reason permitted by law. Good cause may include your failure to honor the terms of the engagement letter, your failure to pay amounts billed in a timely manner, your failure to furnish deposits for fees and costs or to otherwise provide a requested advance for fees and costs, or any fact or circumstance that would, in our view, impair an effective attorney-client relationship or would render our continuing representation unlawful, unethical or unreasonably burdensome. If we

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elect to do so, you must take all steps necessary to free us of any obligation to perform further, including the execution of any documents (including forms for substitution of counsel) necessary to complete our withdrawal, and we will be entitled to be paid for all services rendered and disbursements and other charges made or incurred on your behalf prior to the date of withdrawal.

6. Record Retention.

At the conclusion of a matter we often undertake to review the file and discard extra copies of documents and send the balance of the file on that matter to an offsite facility for storage at our expense, unless a client requests us to deliver the files to it. To minimize the file storage expense, we reserve the right, subject to your contrary direction, to retain files for only five years and to destroy all older files to the extent practicable; provided that estate planning files and trademark and patent files are retained, and we use our reasonable efforts to review old files and retain original legal instruments such as notes, leases, mortgages, deeds, stock certificates, marital equitable distribution agreements and other items of obvious value. If you wish to handle the disposition of files in a different manner, please let us know. Otherwise, we will proceed as set forth above.

7. Litigation Hold/Preservation of Documents.

If this engagement involves our representation of you in connection with litigation or an investigation by a governmental agency, it is important that we address the need to put in place a timely and effective program for preserving all relevant documents, including especially your electronic documents and emails. You should immediately suspend any routine document retention policies that may be in effect and consult with us concerning the institution of effective procedures for document preservation. Failure to do so can impair our ability to represent you in this matter and can affect the outcome.

8. Electronic Mail and Other Communications.

In the course of our representation of you, we have a duty to preserve the confidentiality of our communications with you and other information relating to the representation. However, you and we need to recognize that all means of communication are, to some degree, susceptible to misdirection, delay or interception. E-mail and cellular telephone communications present

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special risks of inadvertent disclosure. However, because of the countervailing speed, efficiency, and convenience of these methods of communication, we have adopted them as part of the normal course of our operations. Unless you instruct us to the contrary, we will assume that you consent to our use of e-mail and cell phone communications in representing you.

9. Publicity

Subject to applicable legal or professional restrictions and the duty of confidentiality that we owe to all of our clients, you hereby consent to our referencing you as a client of the Firm, including the use of your logo, together with a general description of the transaction(s) for which we represent you, on our website and in any other promotional materials and statements, and that such references may continue following the conclusion of such transaction and of our representation of you. You may revoke this consent by written notice at any time and for any reason.

10. Insurance.

You agree to determine whether any insurance coverage is or may be available with respect to the subject matter of the engagement and to provide notice to any insurer that may provide coverage. If an insurer pays any portion of our charges, you agree that you will remain responsible for payment of any amounts billed by us but not paid by the insurer, unless we have agreed otherwise in writing.

11. Notice of Obligation to Arbitrate All Disputes.

You and we each agree that any controversy, claim or dispute ("Dispute"), whether based in contract, tort, common law, equity or on a statute, arising out of or relating to our representation of you shall be resolved by final and binding arbitration under the JAMS Comprehensive Arbitration Rules and Procedures. If the amount in Dispute is \$100,000 or less, the arbitration will be conducted by a single arbitrator. If the amount in Dispute is in excess of \$100,000, the arbitration will be conducted by a panel of three (3) arbitrators. The proceedings shall take place at a mutually convenient location within the State of New York. The arbitrator(s) is expressly authorized to award any remedy or relief available in a court of law. Any interim or final award by the arbitrator(s) may be enforced in any court of competent jurisdiction. This

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obligation to arbitrate Disputes will be governed, interpreted and enforced under the laws of the State of New York, including its laws pertaining to binding arbitration.

YOU AND WE EACH ACKNOWLEDGE THAT THIS OBLIGATION TO ARBITRATE ALL DISPUTES WILL RESULT IN THE WAIVER OF ANY RIGHT TO RESOLVE DISPUTES THROUGH A TRIAL IN COURT BY A JUDGE OR JURY AND THE WAIVER OF ANY RIGHT YOU MAY HAVE TO RESOLVE ATTORNEY FEE DISPUTES THROUGH NON-BINDING ARBITRATION IN AN ALTERNATIVE FORUM UNDER PART 137 OF THE RULES OF THE CHIEF ADMINISTRATOR OF THE NEW YORK STATE COURTS.

12. Written Advices Regarding Federal Tax Issues.

Whenever we provide you with written advice concerning the Federal tax treatment of an item of income, gain, loss, deduction or credit, the existence or absence of a taxable transfer of property, or the value of property for Federal tax purposes, we are subject to stringent requirements imposed by the United States Treasury Department on all tax practitioners, including attorneys. These rules cover much more than formal legal opinions and may apply to any writing relating to any Internal Revenue Code matter, including communications via e-mail and fax. *If we fail to comply with these rules, we may (under certain circumstances) be suspended or disbarred from practice before the Internal Revenue Service, be publicly censured or fined (to the extent that the Secretary of Treasury promulgates regulations requiring any such fines or penalties).* Therefore, if during the course of this engagement, we provide written advice regarding any arrangement the principal purpose of which is the avoidance or evasion of any tax imposed by the Internal Revenue Code, such writing must comply with the rigorous standards of review and disclosure (including enhanced factual and legal due diligence) which are now required by the Treasury Department. If tax avoidance is not the principal purpose of an arrangement but is a significant purpose, our written advice must also adhere to the same rules, unless we include a prominent disclosure stating that the writing was not intended or written by us to be used, and it cannot be used by you or anyone else for the purpose of avoiding taxpayer penalties. It is for this reason that certain written communications to you, including emails and faxes, will contain the following disclosure statement: **“Any Federal tax advice contained herein is not intended or written to be used, and cannot be used by you or any other**

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person, for the purpose of avoiding any penalties that may be imposed by the Internal Revenue Code. This disclosure is made in accordance with the rules of Treasury Department Circular 230 governing standards of practice before the Internal Revenue Service. Any written statement contained herein relating to any Federal tax transaction or matter may not be used by any person without our express prior written permission to support the promotion or marketing of or to recommend any Federal tax transaction(s) or matter(s) addressed herein. No advice contained herein may be relied upon or utilized by any person for any purpose except as expressly and affirmatively stated herein without the prior written consent in each instance of a partner of this firm."